

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564262

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NSI Industries, LLC		02/27/2020	Limited Liability Company: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 52			
Property Type	Number	Word Mark	
Serial Number:	88705504	NSI INDUSTRIES	
Serial Number:	88705491	NSI	
Serial Number:	88136209	EASY-WRAP	
Serial Number:	88305328	TERMINATOR	
Serial Number:	88098758	RHINO SAFETY	
Serial Number:	88130425	EASY-STACK	
Serial Number:	88105605	VISION TAP	
Serial Number:	88105559	SLYDER	
Serial Number:	88010013	LIVE LIFE SMARTER	
Serial Number:	88167096	PUSH-LQT	
Serial Number:	88464855	EZ-RJ12/11	
Serial Number:	88676392		
Registration Number:	3198471	NSI	
Registration Number:	3727930	TORK	
Registration Number:	5756635	TORKALERT	
Registration Number:	5745256	EASY-TWIST	
Registration Number:	5898009	WARRIOR WRAP	
Registration Number:	5897958	WARRIORWRAP	
Registration Number:	2771149	EASY TAP	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5501670	MIGHTY-HOLD
Registration Number:	5441135	MC EZ-PAK
Registration Number:	5145812	MY BRIDGE
Registration Number:	5433907	WALL OF ORANGE
Registration Number:	5778296	E-Z LOCK
Registration Number:	5638233	MC-FLEXFIT
Registration Number:	4909362	REGAL
Registration Number:	4160465	COR SHIELD
Registration Number:	4283654	B
Registration Number:	4003861	MIGHTY-ALIGN
Registration Number:	4003836	PUSH-EMT
Registration Number:	4230427	BUY AMERICAN
Registration Number:	4199033	MIGHTY-B
Registration Number:	3999297	MIGHTY-MERGE
Registration Number:	3999296	MIGHTY-MOVE
Registration Number:	4272614	MIGHTY-RITE
Registration Number:	3999295	MIGHTY-BOND
Registration Number:	3999294	MIGHTY-SEAL
Registration Number:	4168414	MIGHTY-BITE
Registration Number:	3080755	WHIPPER-SNAP
Registration Number:	3842486	COR-SHIELD
Registration Number:	3646567	GO DEEP
Registration Number:	4268418	B BRIDGEPORT
Registration Number:	2890529	
Registration Number:	2859244	B
Registration Number:	2842095	B BRIDGEPORT QUALITY CONDUIT & CABLE FIT
Registration Number:	2426910	REGAL FITTINGS
Registration Number:	3582054	PLATINUM TOOLS
Registration Number:	5574995	EZEX
Registration Number:	5357739	EXO CRIMP FRAME
Registration Number:	5172367	EZEX-RJ45
Registration Number:	3225960	SULLSTAR
Registration Number:	2328234	EZ- RJ45

CORRESPONDENCE DATA

Fax Number: 2129692900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-969-3000

Email: ypan@proskauer.com
Correspondent Name: Al Lucia
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	11668-424
--------------------------------	-----------

NAME OF SUBMITTER:	Al Lucia
---------------------------	----------

SIGNATURE:	/Al Lucia/
-------------------	------------

DATE SIGNED:	02/27/2020
---------------------	------------

Total Attachments: 9

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif
source=Trademark Security Agreement#page8.tif
source=Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 27, 2020 (this “**Agreement**”), is made by each of the signatories hereto indicated as a “Grantor” (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of ARES CAPITAL CORPORATION, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Agent**”).

WHEREAS, the Grantors entered into a Pledge and Security Agreement dated as of February 27, 2020 (as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors and each of the other grantors from time to time party thereto and the Agent, pursuant to which the Grantors granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantors agreed to execute and deliver this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured Parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement, and if not defined therein, shall have the respective meanings given thereto in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

Section 2.1 Grant of Security.

Each Grantor hereby grants and pledges to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under all of the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), as collateral security for the Secured Obligations: all United States and non-U.S. trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including: (a) the registrations and applications listed on Schedule A attached hereto, (b) all extensions or renewals of any of the foregoing, (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Section 2.2 Certain Limited Exclusions.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted and pledged under Section 2.1 hereof attach to (a) any “intent-to-use” trademark application filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to

Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application or any registration that issues from such intent-to-use application under applicable federal Law, or (b) any other Excluded Assets.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Recordation

Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 5. Governing Law, Etc.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTIONS 10.15 (CONSENT TO JURISDICTION) AND 10.16 (WAIVER OF JURY TRIAL) OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE AND SUCH INCORPORATION SHALL SURVIVE ANY TERMINATION OF THE CREDIT AGREEMENT.

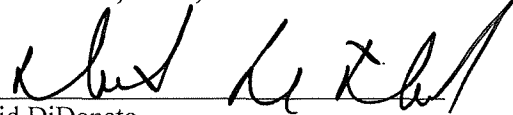
SECTION 6. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

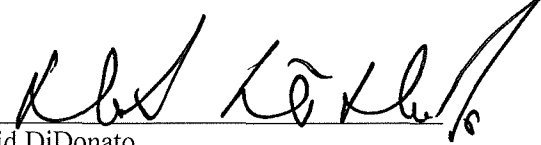
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

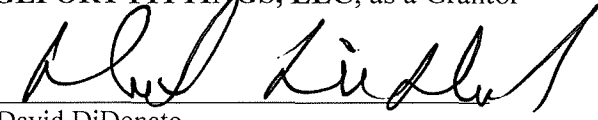
NSI INDUSTRIES, LLC, as a Grantor

By: 
Name: David DiDonato
Title: Vice President, Secretary and Treasurer

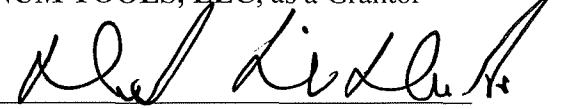
SULLSTAR TECHNOLOGIES INC., as a Grantor

By: 
Name: David DiDonato
Title: Vice President, Secretary and Treasurer

BRIDGEPORT FITTINGS, LLC, as a Grantor

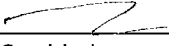
By: 
Name: David DiDonato
Title: Vice President, Secretary and Treasurer

PLATINUM TOOLS, LLC, as a Grantor

By: 
Name: David DiDonato
Title: Vice President, Secretary and Treasurer

Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent



By: 
Name: Scott Lem
Title: Authorized Signatory

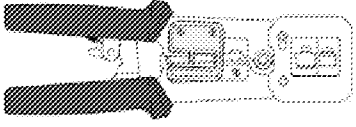
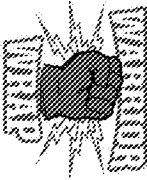
SCHEDULE A


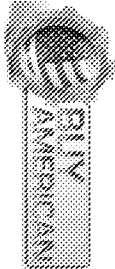
TO




TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	App. No. / Reg. No.	Record Owner	Filing Date / Registration Date
 NSI INDUSTRIES	App. No. 88705504	NSi Industries, LLC	11/25/2019
NSI 	App. No. 88705491	NSi Industries, LLC	11/25/2019
EASY-WRAP	App. No. 88136209	NSi Industries, LLC	9/28/18
TERMINATOR	App. No. 88305328	NSi Industries, LLC	2/18/2019
RHINO SAFETY	App. No. 88098758	NSi Industries, LLC	8/30/2018
EASY-STACK	App. No. 88130425	NSi Industries, LLC	9/25/2018
VISION TAP	App. No. 88105605	NSi Industries, LLC	9/5/2018
SLYDER	App. No. 88105559	NSi Industries, LLC	9/5/2018
LIVE LIFE SMARTER	App. No. 88010013	NSi Industries, LLC	6/21/2018
PUSH-LQT	App. No. 88167096	Bridgeport Fittings, LLC	10/24/2018
EZ-RJ12/11	App. No. 88464855	SullStar Technologies Inc.	6/7/19
Crimp Tool Design	App. No. 88676392	SullStar Technologies Inc.	10/31/19

			
NSi	Reg. No. 3198471	NSI Industries, LLC	Registered: 1/16/2007 Renewed: 12/19/2012
TORK	Reg. No. 3727930	NSI Industries, LLC	Registered: 12/22/2009 Renewed: 9/18/2015
TORKALERT	Reg. No. 5756635	NSI Industries, LLC	5/21/2019
EASY-TWIST	Reg. No. 5745256	NSI Industries, LLC	5/7/2019
WARRIOR WRAP 	Reg. No. 5898009	NSI Industries, LLC	10/29/2019
WARRIORWRAP	Reg. No. 5897958	NSI Industries, LLC	10/29/2019
EASY TAP	Reg. No. 2771149	NSI Industries, LLC	Registered: 10/7/2003 Renewed: 9/18/2013
MIGHTY-HOLD	Reg. No. 5501670	Bridgeport Fittings, LLC	6/26/18
MC EZ-PAK	Reg. No. 5441135	Bridgeport Fittings, LLC	4/10/18
MY BRIDGE	Reg. No. 5145812	Bridgeport Fittings, LLC	2/21/17
WALL OF ORANGE	Reg. No. 5433907	Bridgeport Fittings, LLC	3/27/18

E-Z LOCK	Reg. No. 5778296	Bridgeport Fittings, LLC	6/18/2019
MC-FLEXFIT	Reg. No. 5638233	Bridgeport Fittings, LLC	12/25/18
REGAL	Reg. No. 4909362	Bridgeport Fittings, LLC	3/1/16
COR SHIELD	Reg. No. 4160465	Bridgeport Fittings, LLC	6/19/12
B 	Reg. No. 4283654	Bridgeport Fittings, LLC	1/29/13
MIGHTY-ALIGN	Reg. No. 4003861	Bridgeport Fittings, LLC	7/26/11
PUSH-EMT	Reg. No. 4003836	Bridgeport Fittings, LLC	7/26/11
BUY AMERICAN 	Reg. No. 4230427	Bridgeport Fittings, LLC	10/23/12
MIGHTY-B	Reg. No. 4199033	Bridgeport Fittings, LLC	8/28/12
MIGHTY-MERGE	Reg. No. 3999297	Bridgeport Fittings, LLC	7/19/11
MIGHTY-MOVE	Reg. No. 3999296	Bridgeport Fittings, LLC	7/19/11
MIGHTY-RITE	Reg. No. 4272614	Bridgeport Fittings, LLC	1/8/13
MIGHTY-BOND	Reg. No. 3999295	Bridgeport Fittings, LLC	7/19/11
MIGHTY-SEAL	Reg. No. 3999294	Bridgeport Fittings, LLC	7/19/11

MIGHTY-BITE	Reg. No. 4168414	Bridgeport Fittings, LLC	7/3/12
WHIPPER-SNAP	Reg. No. 3080755	Bridgeport Fittings, LLC	4/11/06
COR-SHIELD	Reg. No. 3842486	Bridgeport Fittings, LLC	8/31/10
GO DEEP	Reg. No. 3646567	Bridgeport Fittings, LLC	6/30/09
B BRIDGEPORT	Reg. No. 4268418	Bridgeport Fittings, LLC	1/1/13
Cable Connector Design lined for color green 	Reg. No. 2890529	Bridgeport Fittings, LLC	9/28/04
B in circle 	Reg. No. 2859244	Bridgeport Fittings, LLC	7/6/04
B BRIDGEPORT QUALITY CONDUIT & CABLE FITTINGS 	Reg. No. 2842095	Bridgeport Fittings, LLC	5/18/04
REGAL FITTINGS	Reg. No. 2426910	Bridgeport Fittings, LLC	2/6/01
PLATINUM TOOLS	Reg. No. 3582054	Platinum Tools, Inc.	3/3/09
EZEX	Reg. No. 5574995	SullStar Technologies Inc.	10/2/18
EXO CRIMP FRAME	Reg. No. 5357739	SullStar Technologies Inc.	12/19/17
EZEX-RJ45	Reg. No. 5172367	SullStar Technologies Inc.	3/28/17

SULLSTAR	Reg. No. 3225960	SullStar Technologies Inc.	4/3/07
EZ- RJ45	Reg. No. 2328234	SullStar Technologies Inc.	3/14/00

TRADEMARK

REEL: 006877 FRAME: 0424

RECORDED: 02/27/2020